

2013-cv-5

Wilson County, Tennessee, Circuit Court  
Wilson County Judicial Center  
134 S. College St. - Room 100  
Lebanon TN 37087 615-4442042

FILED

A.M. JAN 04 2013 P.M. <sup>12:24</sup>

LINDA NEAL  
CIRCUIT COURT CLERK  
WILSON COUNTY, TN

Greg Jeffers, plaintiff

V.

Metropolitan Life Insurance Company as Administrator; and  
Commonwealth Annuity and Life Insurance Company

Complaint

**Parties**

1. The plaintiff is a resident of Wilson County, Tennessee, and a citizen of the United States.
2. The defendants are a foreign corporations and upon information and belief are licensed to provide insurance products in the state of Tennessee.

**Jurisdiction**

3. This Court has jurisdiction over this matter as the plaintiff is a resident of Wilson County Tennessee and the Defendant is a registered foreign corporation pursuant to Tennessee state statute 16 - 15 - 501

**Facts**

4. On June 9, 1986 SMA Life Assurance Company ("SMA") entered into an insurance contract with the plaintiff whereby SMA would provide disability income to the plaintiff in the event of an injury or illness of the plaintiff in the amount of \$7,850 per month with a cost of living adjustment of 4% per year. Some time after June 9, 1986, the policy was acquired by the defendants and the plaintiff has been making premium payments to the defendants in accordance

EXHIBIT

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with the provisions of the policy. The policy calls for a 90-day exclusionary period, which would begin at the onset of the disability during which time the defendants would not be required to make a monthly payment. The policy calls for payments to begin no later than the end of the exclusionary period.

5. The plaintiff kept the policy in force from the inception date, June 9, 1986 to the present - nearly 27 years - by making quarterly premium payments to SMA and then to the defendants in the amount of \$457.34 for a yearly total of \$1,829.36.
6. The plaintiff notified the defendants that the plaintiff had been ill for some time and had been treated on several occasions by physicians and hospital staff and had recently been given a diagnosis and that the plaintiff would be filing a claim on the disability insurance policy. The defendants furnished the plaintiff with the proper forms to complete the claim.
7. On or about September 16, 2012, the plaintiff submitted those forms to the defendants, which included an attending physician's statement, prescription drug records, proof of loss, tax returns, a statement from the plaintiff's CPA, and consent forms permitting the defendants to request detailed medical records from the plaintiff's doctor and hospital medical records to show that the plaintiff had been disabled and unable to work in his capacity as salesman since January 1, 2010.
8. The defendants have received records and statements from the plaintiff's physician, hospital, CPA, former partners and customers. The exclusionary period ended on December 15, 2012. To date, the defendants have made no payments on the policy.
9. The plaintiff asks the Court to enforce the provisions of the disability insurance policy, which calls for a monthly payment of \$7,850 starting on April 1, 2010 for a total of \$270,498 due to the plaintiff in fulfillment of the disability insurance policy purchased by the plaintiff, which has been compiled as follows: January 1, 2010 date of disability minus the 90 day exclusionary period plus a 4% inflation protection annual increase beginning on January 1, 2011, and again on January 1, 2012, and January 1, 2013. The \$270,498 was calculated as follows: \$70,650 for 2010 arrived at by multiplying the 9 months after the exclusionary period by the

initial monthly benefit of \$7,850; \$97,968 for 2011, arrived at by multiplying the full 12 months by \$8,164, a 4% increase over 2010; \$101,880 for 2012, arrived at by multiplying the full 12 months by \$8490, a 4% increase from 2011 and monthly payment of \$8829.60 for 2013 as called for in the disability insurance policy.

10. WHEREFORE, the plaintiff demands judgment against the defendants for damages and such other relief as the Court deems just, including, but not limited to, punitive damages.
11. The plaintiff demands a trial by jury.

Signature \_\_\_\_\_

Greg Jeffers, Pro Se

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